Annexure-I

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan - 786602, Assam, India
FAX: 91-0374-2800533; E-mail : material@oilindia.in

A) OIL INDIA LIMITED invites Indigenous Competitive Bid through its e-Procurement portal - *https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!* for following e-tender :

E TENDER NO.	B.C. DATE	MATERIALS DESCRIPTION.
SSI4661P15/P4 Dtd 21.08.14 (SINGLE STAGE COMPOSITE BID SYSTEM)	16.10.2014	Servo Lube 220 or equiv, Qty = 42 KL and Servo Super Plus 20 W 40 or equiv, Qty = 42 KL
SDI4641P15/P4 Dtd 20.08.14 (SINGLE STAGE COMPOSITE BID SYSTEM)	16.10.2014	Renewal of Symantec Antivirus Paper License, Qty = 2200 Nos

Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602 only upto one week prior to Bid Closing date. Applications shall be accepted only upto one week prior to Bid Closing Date. The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO …" for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

B). OIL INDIA LIMITED invites sealed tenders for the following:

PRESS TENDER NO.	B.C. Date	Materials Description
DID4512P15/P4 Dtd 05.08.2014 (SINGLE STAGE COMPOSITE BID SYSTEM)	16.10.2014	Apple PC'S, Qty = 12 NOS

1.0 Bid documents (Non transferable) can be purchased from 25.08.2014 till one day prior to the respective B.C. Date on payment of tender fee of Rs.1,000.00 (One thousand) per tender only by Demand Draft in favour of M/s Oil India Limited payable at the place of purchase of tender document from:
a. Head - Materials, Oil India Limited, P.O. Duliajan, Assam -786602
b. Head - Calcutta Branch, Oil India Limited, 4,India Exchange Place, Kolkata - 700001
c. Chief Adviser (Contract & Purchase), Oil India Limited, Plot No. 19, Sector- 16 A, NOIDA-201301
d. Chief Manager Materials (Pipeline), Oil India Limited, PO: Udayan Vihar, Guwahati - 781171.

2.0 Details of tender document will be available in OIL's website: www.oil-india.com
3.0 This is a press tender and parties interested to participate against these tenders shall have to purchase the tender documents from any of OIL's designated offices mentioned in the tender notification.

Note:
PSUs and SSI units are provided tender document free of cost, however they have to OIL's designated office to purchase the tender documents before the last date of tender document mentioned in the tender.

OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO: (91-374) 2808719
FAX NO: (91-374) 2800533
Email: tuhin_roy@oilindia.in ; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : **SDI4641P15 dated 20.08.14**

Tender Fee : **Rs 1,000.00**

Bid Security Amount : **Rs 37,000.00**

Bidding Type : **SINGLE STAGE COMPOSITE BID SYSTEM**

Bid Closing on : **As mentioned in the e-portal**

Bid Opening on : **-do-**

Performance Security : **Applicable**

Integrity Pact : **Not Applicable**

OIL invites Bids for **Renewal of Symantec Antivirus Paper License** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions.. The details of items tendered can be found in the Item Data and details uploaded under Technical RFX.

The tender will be governed by:

a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.

b) Technical specifications and Quantity as per **Annexure – 1A**.

c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents.

d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.

e) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this

contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

f) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the Technical RFX Response.

Special Note:

1.0 General Qualification Criteria:

In addition to the general BRC/BEC, following criteria on Bidders' Experience and their financial capabilities shall be considered **(Documentary evidence to be provided along with the bid in Technical RFx -> External Area - > Tender Documents)** as on the Bid Closing Date:

Criteria	Complied / Not Complied. Documentary evidence submitted / not submitted
a) Bidder should have experience of successfully executing one similar order for supply of general purpose software / license minimum valuing Rs 10.96 Lakhs during last 3 years.	
b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than Rs 36.56 Lakhs.	

2.0 Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to Bid Closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO …" for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

NOTE: PSUs and SSI units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Head Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

a) **Original Bid Security**
b) **Detailed Catalogue (if any)**

c) <u>Any other document required to be submitted in original as per tender requirement</u>

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

4.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

5.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

6.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

7.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.

8.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

9.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

NOTE:

<u>Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.</u>

Yours Faithfully

Sd-

(T. ROY)
DEPUTY MANAGER MATERIALS (IP)
<u>FOR : HEAD-MATERIALS</u>

ANNEXURE-IA

TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI4641P15 dated 20.08.14

MATERIAL DESCRIPTION	**Complied / Not Complied. (Remarks if any)**
Item No 1. Renewal of Symantec Protection Suite (Paper License) Enterprise Edition 4.0 or latest version with 3 years Essential Maintenance Support. Qty = 2200 Nos. Our existing licenses certificate no. details are given below: 1. M8393828317 expired on 06-01-2014 - 500 Nos. 2. M1386660487 expired on 06-01-2014 - 500 Nos 3. M8193104646 expires on 29-08-2014 - 150 nos. 4. M9094904937 expires on 31-08-2014 - 300 Nos. 5. M4181281348 expires on 12-12-2014 - 750 Nos.	
A. Special Terms & Conditions. The bidder has to supply License in the name of "Oil India Ltd., Duliajan, Assam" for the items. B. Delivery Terms. Delivery should be completed within 45 days of confirmed order. C. Confidentiality Agreement 1.OIL Confidentiality and Non-Disclosure Agreement(NDA) will be applicable. 2. The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.	

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

Annexure-I

Sample authorisation letter from OEM
(To be typed on the letterhead of the OEM)

Ref. No_____ Date _____

The Head (Materials)
Oil India Limited,
Duliajan-786 602

Sir,

Sub: Authorisation Certificate
Ref: Your tender enquiry No._____ Dated _____.

We hereby authorize M/s_____ to quote for the above tender on our behalf.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)

Annexure - CCC

Tender No & Date: SDI4641P15 dated 20.08.14

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the "Bid Rejection Criteria" as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

Criteria	**Complied / Not Complied. (Remarks if any)**
1.0 BID REJECTION CRITERIA (BRC): **A) TECHNICAL:** The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. 1. The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM. Joint Venture companies, subsidiaries and authorized dealers must submit Authorisation certificate (in original) from OEM, as per Annexure-I (attached herewith), failing which, their offer shall be rejected. **B) COMMERCIAL:** **i).** Bid security: The bid must be accompanied by Bid Security of **Rs 37,000.00** in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security shall be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. If bid security in ORIGINAL of above mentioned amount is not received within bid closing date and time , the bid submitted through electronic form will be rejected without any further consideration. For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **The Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date. (i.e. upto**	

16.08.2015).

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.

ii). Performance Security:

The successful Bidder will have to provide Performance Security @ 10% of purchase order value. The Performance Security must be valid for three years from the date of renewal.

Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

iii). *The Bank Guarantee should be allowed to be encashed at all branches within India*.

iv). Validity of the bid shall be minimum 120 days from the Bid Closing Date.

v). The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii). All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name *(e-commerce application)* as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.

viii). Price should be maintained in the "online price schedule" only. The price

submitted other than the "online price schedule" shall not be considered. **2.0 <u>BID EVALUATION CRITERIA (BEC)</u>** The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below. **COMMERCIAL:** i). To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer. ii). To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.	

NOTE:

<u>Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.</u>

-----XXXX-----

NON-DISCLOSURE AGREEMENT

BETWEEN

Oil India Ltd (OIL), a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as **"OIL"** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

AND

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____. (hereinafter referred to as "_____" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

OIL and _____ are hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Project**").

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITION

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

"Confidential Information" shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

ARTICLE 2. CONFIDENTIALITY

2.1 The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;

ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);

iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and

iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

2.2 Neither **OIL** nor _____ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them,.or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

ARTICLE 3. EXCEPTIONS

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;

ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or

iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or

iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.

v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general

information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

ARTICLE 4. RETURN OF DOCUMENTS

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

5.2 Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

5.3 Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

5.4 Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

ARTICLE 7. APPLICABLE LAW – JURISDICTION

7.1 All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

7.2 The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

7.3 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

ARTICLE 8. DURATION

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

ARTICLE 9. COMPLETE AGREEMENT

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)

supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

ARTICLE 10. PUBLICATIONS

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

ARTICLE 11. REMEDIES

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on _____, at _____(Place)

On behalf of OIL

Signature :_____

Name: **A Bahukhandi**

Designation: **Head-IT**

HEAD - IT
OIL INDIA LIMITED
I T DEPARTMENT
DULIAJAN - 786 602

IT DEPARTMENT * DULIAJAN 786 602 * OIL INDIA LIMITED

On behalf of _____

Signature :_____

Name:

Designation:

Bidders Response Sheet **Annexure-FFF**

Tender No.	
Bidders Name	

Sl No.	Description	Remarks
1	Name of Bidder	
2	Whether tender document purchased from OIL's offices.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Standard Payment Terms of OIL or not.	
10	Bid Security Submitted (if applicable)	
11	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
	c) Name and Full Address of Issuing Bank:	
12	Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the tender.	
13	Bid Security if Not submitted reasons thereof	
14	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
15	Integrity Pact Submitted (if applicable)	
16	Confirm that the Integrity Pact submitted is in toto as per format provided in the tender.	
17	Whether submitted documents in support of General Qualification criteria of NIT	
18	If bidder is Small scale unit whether you have quoted your own product	
19	If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guideliness)	
20	Whether filled up the bank details for online payment as per Annexure GGG	

NOTE: Please fill up the greyed cells only.

Technical Bid Checklist **Annexure-EEE**

Tender No.	
Bidder's Name :	

		Compliance by Bidder	
SL. NO.	**BEC / TENDER REQUIREMENTS**	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	**Bidder to confirm that he has not taken any exception/deviations to the bid document .**		
2	**Confirm that the product offered strictly conform to the technical specifications.**		
3	**Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?**		
4	**Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.**		
5	**Confirm that the prices offered are firm and / or without any qualifications?**		
6	**Confirm that all relevant fields in the on-line biding format been filled in by the bidders for the items quoted by them.**		
7	**Confirm that the the price bid is in conformity with OIL's online bidding format ?**		
8	**Confirm that the Bid comply with all the terms & conditions ?**		
9	**Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.**		
10	**CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)**		
11	**CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)**		
12	**CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA**		

NOTE: Please fill up the greyed cells only.

ANNEXURE - GGG

(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD)
(ALL FIELDS ARE MANDATORY)

Tender No.	**:……**
Name of Beneficiary	**:M/s……**
Vendor Code	**:……...**
Address	**:..…….**
	..……..
Phone No. (Land Line)	**:..…….**
Mobile No.	**:..…….**
E-mail address	**:..…….**
Bank Account No. (Minimum	
Eleven Digit No.)	**:..…….**
Bank Name	**:..…….**
Branch	**:..…….**
Complete Address of your	**:..…….**
Bank	**:..…….**
IFSC Code of your Bank	
a) RTGS	**:……...**
b) NEFT	**:……...**
PAN	**:……...**
VAT Registration No.	**:……...**
CST Registration No.	**:……...**
Service Tax Registration No.	**:……...**
Provident Fund Registration	**:……...**

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

……

Office Seal **Signature of Vendor**

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

1) **PAN Card**
2) **VAT Registration Certificate**
3) **Service Tax Registration**
4) **CST Registration**
5) **Provident Registration Certificate**
6) **Cancelled cheque of the bank account mentioned above (in original).**
7) **Bank Statement not older than 15 days on the date of submission.**